STATEMENT OF WORK

BY AND BETWEEN ViON CORPORATION, AND:

CUSTOMER
CUSTOMER ADDRESS

ENCOMPASSING THE FOLLOWING SERVICES:

SERVICE(S): Click here to enter text.
PROJECT NO. [PROJECT ID NUMBER]

This Agreement is subject to DIR Contract No. DIR-TSO-2812 and is entered into and made effective upon execution by both parties by and between Customer (Customer) and ViON Corporation (ViON). ViON will, as more fully described herein, assist Customer with the _____Service.

1   SCOPE

2   SCOPE BOUNDARIES

3   APPROACH

3.1   Pre-Site Activity

- Review physical and system access for ViON personnel.
- Gather data Information Reports as needed.
- Review proposed project schedule.
- ViON will designate a Project Coordinator that is responsible for the overall project and coordination of project management activities with Customer's Project Manager. The Project Coordinator will have responsibility for coordinating all activities on this Service, scheduling resources, and will be the single point of contact for ViON for this Service.

Outcome of this Phase: This phase will include review of the requirements of the Service, begin the data collection and implementation planning process, determine major project target dates, assemble the ViON project team, review hardware and software options, and schedule project kick-off meetings

3.2   Kick-off Meeting

ViON will conduct a Kick-off Meeting with Customer to review the Service methodology and schedule with Customer's stakeholders that will be involved in the Service.

- ViON will meet with Customer stakeholders of the Services, review the SOW and objectives, and identify system environment. All remaining phases of the project will be scheduled. If appropriate, ViON may advise Customer on modifications to the plan and/or objectives.

- ViON will exchange contact, procedural, and schedule information with Customer.
- ViON will review and validate the scope, approach, deliverables, milestones, responsibilities of the parties, and logistics of the service with the Customer.

Outcome of this Phase: Upon completion of the Kick-off Meeting phase, Customer and ViON will have verified the project scope is set appropriately and a schedule determined for delivery of the project.

3.3   Design Solution

3.4   Implementation, Verification and Switch Migration

3.5   Knowledge Transfer

3.6   Project Closure

ViON will:

- Conduct a review with the Customer to confirm that ViON has met the goals of the project.
- Obtain sign-off to an Acceptance Certificate confirming Project and/or by Milestone Completion.

4   KEY MILESTONES

5   DELIVERABLES BY MILESTONE

5.1   Pre-Site Activity
5.2   Kick-off Meeting

5.3   Design Solution

5.4   Implementation, Verification and _____.

5.5   Knowledge Transfer

5.6   Project Closure

Conduct Project Closure Meeting

6   CUSTOMER RESPONSIBILITIES

A. Customer will designate a project manager ("Project Manager") to whom all VION communications shall be addressed. The Project Manager will provide (a) information and resources in a timely manner as needed by VION to enable VION to complete the Service described in this SOW; and (b) will be readily available and on-site as and when required by VION for the duration of the Service. The Project Manager will be responsible for receiving any deliverables and will obtain any needed approvals for Customer under the Change Control provision below.

B. For the duration of the Service, Customer will provide ViON with the following:

- Access to host systems and networks involved, including user access and passwords as necessary.
- A Service Location that is prepared for the Service. Customer will ensure that all power, air conditioning, cabling, and environmental and telecommunication requirements have been addressed.

C. Customer will communicate with the designated Project Coordinator and make appropriate staff available (such as Database and Storage Administrators) to participate in the project activities as required.

D. Customer shall respond promptly to VION's requests, particularly concerning data, documentation and attendance.

E. Customer accepts that ViON will grant viewing access of the collected workload and configuration data to the technical support teams within ViON.

F. Customer shall gather documentation and reports as reasonably requested and required by ViON for the sole purpose and use to provide the Service under this SOW.

G. Customer will assume all responsibility for its network including connectivity, performance and configuration issues.

H. ViON assumes that customer already owns and has valid licenses for all software that is covered by this Service, and all licenses will cover VION's use of the software for the work undertaken as part of this Statement of Work.

I. Customer understands and the parties agree that to the extent that information, including software, provided by Customer is not complete, current and accurate, the quality of ViON's Services may be adversely impacted.

J. Customer has valid licenses for all software that is covered by this Service, and all licenses will cover ViON's use of the software.

K. Customer is responsible for hardware installation.

O. Customer shall respond promptly to ViON's requests, particularly concerning data, documentation and attendance.

P. Customer understands and the parties agree that ViON is not responsible for any application, or host system access encompassing any coding, scripting, application analysis, troubleshooting, or application logins outside of those described in this Statement of Work.

Q. Customer is responsible for acquisition and licensing if any hardware and/or software products are required for the Project.

R. Customer agrees to execute ViON Acceptance Certificate(s) upon completion of each Milestone as identified in the Fees and Payment Section of this SOW. A sample Acceptance Certificate is attached to this SOW as Exhibit 1.

7   ASSUMPTIONS

ViON will rely on the following Assumptions, together with those stated elsewhere in this document, in performing the Service. Should any of these Assumptions prove to be incorrect or incomplete or should Customer fail to comply with any of the Customer Responsibilities set forth in this document, ViON reserves the right to modify the price, Scope, and/or schedule as documented by this SOW.

A. VION personnel will work during normal business hours for the duration of the project.

B. ViON will perform the Services described in Section II.

C. ViON will perform the Service solely at the Service Location listed below.

D. No patching will be planned for the servers and/or applications during the planned migration window. Patching must be scheduled in a separate change window.

E. Any Service schedule estimates represent ViON's best technical judgment based on information available. The actual duration of the Service may vary.

F. The tables 3a and 3b in Appendix D reflect Customer's specific environment, including multiple operating systems and software, if any.

8   CHANGE CONTROL

Changes to this SOW may be initiated by providing a written request to the other party. The parties will review any change requests and advise each other if the request can be accepted and if so, the price and schedule impacts. Changes will be added as an Amendment to this SOW only when both parties agree and have signed an Amendment.

9   SUBCONTRACTORS

Should ViON choose to use subcontractors in the delivery of the service in this Statement of Work, ViON will execute an agreement with the subcontractor that requires compliance with this Statement of Work.

10   FEES AND PAYMENTS

10.1   Fees

For the services indicated in this Statement of Work, the Customer will pay a total sum in the amounts and as indicated below or included in Purchase Order Number _____.

10.2   Expenses

The value of the Services provided under this Statement of Work includes travel and other related project expenses, in accordance with DIR Contract No. DIR-TSO-2812.

10.3   Payment Terms

Customer will pay the fee as set forth in this Statement of Work in section 10.1 for the services delivered by ViON and accepted by Customer. Customers shall comply with Chapter 2251, Texas Government Code, in making payments to ViON. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the SOW shall not foreclose the right to recover wrongful payments.

11   REASONABLE CONTROL

ViON will not be held responsible for any failure to meet any obligations due to matters beyond its reasonable control in accordance with Appendix A, Section 11 to DIR Contract No. DIR-TSO-2812.

12   DISPUTE RESOLUTION

In the event of a dispute, ViON will use reasonable efforts to get an appropriate person from ViON's respective management teams to meet and attempt to resolve the dispute in good faith. If these executives are unable to resolve the dispute within 30 days, either party may resort to alternate dispute resolution as provided for in Chapter 2260, Texas Government Code. Either party may seek injunctive or other urgent equitable relief at any time.

13   CONTACTS AND SERVICE LOCATIONS

13.1   ViON Primary Contact

Name: PRE-SALE ENGINEER NAME

Email: e-mail address@vion.com

Phone: XXX-XXX-XXXX

13.2   Customer Primary Contact

Name:

Address:

City, State, Zip:

Email:

Phone:

13.3   Service Location A

Name:

Address:

City, State, Zip:

Email:

Phone:

13.4   Service Location B (if applicable)

Name:

Address:

City, State, Zip:

Email:

Phone:

13.5   Service Location C (If applicable)

Name:

Address:

City, State, Zip:

Email:

Phone

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representative as of the day and year first written above.

VION CORPORATION   **CUSTOMER**

_____   _____
SIGNATURE   SIGNATURE

_____   _____
PRINTED NAME AND TITLE   PRINTED NAME AND TITLE

_____   _____
DATE   DATE

Table 3(a) – Storage and Server Requirements

Storage Array	# of FC Ports	TB of Raw Storage	Server Type	OS	FC Switch

Table 3(b) – Other Software and Storage Requirements

Other value-added software products requiring installation and configuration	Other non-ViON products requiring installation and configuration	Additional Comments

EXHIBIT 1

ACCEPTANCE CERTIFICATE

CUSTOMER NAME here
Project Id #_Quote #_SOW #_Description of Services

Pursuant to the above-referenced Agreement and Statement of Work (collectively, the "Agreement") between ViON Corporation ("ViON") and the CUSTOMER NAME ("Customer"), the Customer hereby certifies, by signature of an authorized representative, that the Milestone/Service described below has been completed in a satisfactory manner on the date indicated below.

Milestone/Service

-

Date Completed:

-

Acceptance Acknowledged:

_____

Signature   Date

Customer:

Printed Name: _____

Title: _____